

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

IVA JOY and WILLIAM JOY,

Plaintiffs,

v.

AMGUARD INSURANCE COMPANY,

Defendant/Third-Party Plaintiff,

v.

**ANTHONY LANCASTER
INSURANCE AGENCY, INC.,**

Third-Party Defendant.

No. 1:20-cv-1131-STA-jay

VERDICT

We, the Jury, return the following verdict:

1. Did the Joys prove by a preponderance of the evidence that AmGuard breached the terms of their homeowners' insurance policy?

 ✓ Yes No

If your answer to question 1 is "no," your verdict is for AmGuard, and you should not proceed further except to date and sign this verdict form and return it to the courtroom. If your answer to question 1 is "yes," please answer question 2.

2a. Did AmGuard prove by a preponderance of the evidence that Iva Joy made a material misrepresentation on the Proposal of Insurance?

 ✓ Yes No

If your answer to question 2a is "yes," proceed to question 2b. If your answer to question 2a is "no," please proceed to answer question 3.

2b. Did AmGuard prove by a preponderance of the evidence that Iva Joy knowingly and intentionally made a material misrepresentation on the Proposal of Insurance with the intent to deceive?

_____ Yes ✓ No

If your answer to question 2b is "yes," your verdict is for AmGuard, and you should not proceed further except to date and sign this verdict form and return it to the courtroom. If your answer to question 2b is "no," proceed to question 3.

3. We, the jury, find the Joys are entitled to recover damages from AmGuard for the fire loss incurred in this case in the following amounts:

\$ <u>228,148</u>	Dwelling
\$ <u>69,000</u>	Contents
\$ <u>68,444</u>	Additional living expenses

4. Did AmGuard act in bad faith in denying the Joys' insurance claim?

✓ Yes _____ No

If your answer to question 4 is "no", your verdict is for AmGuard on the good faith issue. Skip questions 5 and 6, and proceed to question 7a. If your answer to question 4 is "yes," please answer question 5.

5. Did AmGuard's bad faith cause additional expense, loss, or injury to the Joys?

☒ Yes ☐ No

If your answer to question 5 is "no," skip question 6, and proceed to question 7a. If your answer to question 5 is "yes," please answer question 6.

6. What penalty for bad faith, if any, do you find that the Joys are entitled to recover from AmGuard?

10 % (You may award any percentage not to exceed 25% of the damages in this case.)

7a. What annual percentage of prejudgment interest if any, do you award?

0.75 % (Do not exceed 10%.)

7b. From what date should prejudgment interest be awarded?

August 16, 2020 (The date cannot be earlier than August 16, 2020, which is 60 days after the proof of loss was filed. Note the Court will calculate the total interest to be paid based on your responses to these questions.)

8. Did AmGuard prove by a preponderance of the evidence that it suffered a loss that arose from or resulted from any negligence, error, or omission of the Anthony Lancaster Insurance Agency, Inc.?

☐ Yes ☒ No

If your answer to question 8 is "no," your verdict on the Third-Party Complaint is for the Anthony Lancaster Insurance Agency, Inc. You should not proceed further except to date and sign this verdict form and return it to the courtroom. If your answer to question 8 is "yes," please answer question 9.

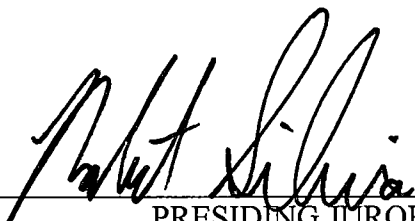
9. Did the Anthony Lancaster Insurance Agency, Inc. prove by a preponderance of the evidence that AmGuard's concurrent negligence caused its own loss?

_____ Yes _____ No

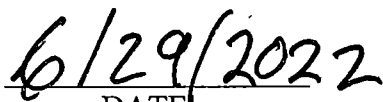
If your answer to question 9 is "yes," your verdict on the Third-Party Complaint is for the Anthony Lancaster Insurance Agency, Inc. You should not proceed further except to date and sign this verdict form and return it to the courtroom. If your answer to question 9 is "no", please answer question 10.

10. What is the total amount AmGuard is entitled to recover in indemnification from the Anthony Lancaster Insurance Agency, Inc.?

\$ _____



PRESIDING JUROR



DATE